Terms of Service for Using the iTaxi App and Services



Below are the general terms and conditions that provide detailed provisions and requirements for using the iTaxi App and ordering services via the Call Center and iTaxi App, as well as all related functionalities and services, effective from November 7, 2023.

Definitions

- iTaxi iTaxi.pl S.A. based in Warsaw, address: ul. Przasnyska 6B, 01-756 Warsaw, registered in the National Court Register maintained by the District Court for the Capital City of Warsaw, XIV Commercial Division of the National Court Register, under KRS number: 0000922228, NIP: 1182053355, with a share capital of PLN 1,152,300.00, fully paid.
- iTaxi App -software and service of iTaxi used for ordering passenger transportation services and concluding passenger transport agreements by users whose mobile devices are capable of connecting to the Internet.
- Call Center a telephone hotline operated by iTaxi through operators and automated systems, through which services provided by iTaxi can be ordered.
- Business Panel software intended for companies for ordering services offered by iTaxi and managing them.
- Passenger a person calling the Call Center, a logged-in user who accepts the terms and conditions below, using the iTaxi
 App to order passenger transportation services and who enters into a passenger transport agreement. A Passenger, upon
 logging into the iTaxi App, can log into one of the profiles: private or business.
- **Driver** a licensed taxi driver, an entrepreneur running a business registered in the Central Register and Information on Economic Activity, who can accept passenger transport orders from a Passenger and perform transport under a separate cooperation agreement with iTaxi.
- Mobile Devices portable devices that allow for wireless Internet connectivity. Devices used to access the iTaxi App.
- Passenger Transport Service a transport service provided to Passengers by Drivers using a taxi (as defined in Article 2(43 of the Act of June 20, 1997, Road Traffic Law, Journal of Laws of 2005, No. 108, item 908, as amended, in connection with Article 4(1) of the Act of September 6, 2001, on Road Transport, Journal of Laws 2007, No. 125, item 874).
- Guaranteed Price a service available within the iTaxi App and Call Center, under the terms specified in these regulations.

§1. General Notes Regarding Services Offered by iTaxi

- 1. iTaxi provides a Business Panel for the Passenger to order offered services.
- iTaxi provides a Call Center for the Passenger to order offered services. Please be informed that in this case, data will
 be processed in accordance with iTaxi's privacy policy available on the website <u>www.itaxi.pl</u> or in the iTaxi App, and SMS
 messages regarding the status of the ride/request will be sent after contacting the Call Center.
- 3. iTaxi offers the iTaxi App free of charge for the Passenger to order available services (mobile data transmission costs may apply according to the Internet provider's pricing plan), designed to operate on Mobile Devices. According to these regulations, the Passenger using the iTaxi App orders the Passenger Transport Service by completing form and by clicking the "ORDER" button, thus expressing the intention to enter into an agreement for passenger transport with the Driver (a licensed taxi driver who is an entrepreneur registered in the Central Register and Information on Economic Activity). Information, including Passenger data, is displayed to the logged-in Driver, who confirms the willingness to perform the service by pressing the "ACCEPT ORDER" button.
 The Passenger receives a confirmation message immediately after the Driver accepts the order,

along with information about the current location of the Driver and details allowing for their identification (first and last name, the vehicle the Driver is using). The Passenger also has the option to connect directly with the Driver who accepted the order by pressing the "CALL" button. The Driver who accepted the ordered service is obliged to arrive at the location indicated by the Passenger to conclude the agreement. The passenger transport agreement is concluded through declarations of intent: the Passenger presses the "ORDER" button, confirming the service order while simultaneously accepting all transport conditions, and then the Driver presses the "ACCEPT ORDER" button, confirming receipt of the information from the Passenger and expressing agreement to perform the service.

- 4. The Passenger accepts that the services for locating a taxi driver for the ordered ride are performed immediately after the Passenger's request is sent via the iTaxi App. Consequently, the Passenger acknowledges that after the service is performed by iTaxi, i.e., after the taxi driver accepts the request, the Passenger loses the right to withdraw from the taxi driver search agreement, considering it as executed.
- 5. The conclusion of the passenger transport agreement is not a result of using the iTaxi App/Business Panel/Call Center, but using the iTaxi App may lead to such an agreement being concluded. The passenger transport agreement may only be concluded between the Driver and the Passenger under the conditions described in these regulations. iTaxi's services consist solely of providing the functionality of the iTaxi App/Business Panel/Call Center, within which the Passenger receives information about available Drivers (licensed taxi drivers who are entrepreneurs registered in the Central Register and Information on Economic Activity) ready to provide the passenger transport service, and the Drivers receive information about the need for this service by the Passenger.

§2. Fees and Payments

- 1. iTaxi may charge additional fees for servicing and ordering rides within the Passenger Transport Service depending on the channel through which the Passenger Transport Service is ordered and/or the location of the service, as well as the type of additional service ordered. In such cases, the fee will be included and added to the fare amount for the completed ride within the Passenger Transport Service. The current price list for additional services is available on the website www.itaxi.pl.
- 2. Using the iTaxi service through the iTaxi App and the Business Panel requires having a functional Device with an active Internet connection. The Passenger is responsible for ensuring the technical requirements of the device, its configuration, software updates, and Internet access. The costs of purchasing the mobile device and the costs of the Internet connection, for which the operator or provider may charge additional fees, are entirely borne by the Passenger.
- 3. iTaxi does not provide free travel to the Passenger. Therefore, the Passenger, when ordering a ride, regardless of the method of ordering (Call Center, iTaxi App, Business Panel), accepts the charges for travel to the Passenger. The surcharge will be the difference between the minimum fare for the Passenger Transport Service with free travel and the value of the completed ride within the Passenger Transport Service. The minimum fare for the Passenger Transport Service for specific types of ordered rides is indicated in the additional services price list available on the website www.itaxi.pl.
- 4. Based on the concluded passenger transport agreement, the settlement of the Passenger Transport Service takes place between the Passenger and the Driver. The settlement is based on the receipt issued by the Driver.
- 5. The Driver may have a physical or virtual cash register. A cash register in the form of software may send the buyer an e-Receipt instead of printing fiscal receipts confirming the service. By installing the iTaxi App and ordering a ride within the Passenger Transport Service, the Passenger agrees to receive the receipt in electronic form via SMS or email.
- 6. iTaxi may introduce a payment system for mobile payments with the Passengers. In this case, payment for the Passenger Transport Service ordered via the iTaxi App will be collected from the Passenger using electronic payment orders, credit cards, or other mobile payment systems and options available in the iTaxi App. If the Passenger has a voucher, promotional code, or has been granted a discount, the Driver will not collect the payment from the Passenger or will collect a partial fee according to the established settlement terms for the voucher or according to the granted discount. Discounts, reductions, promotional codes, and vouchers are subject to settlement between the Passenger and iTaxi and have no connection with the execution of the order and the resulting obligations of the Driver, but only with the amount of the fee for the order, which iTaxi collects on behalf of the Driver.

§3. Conditions for Cancelling an Ordered Ride

If the Passenger cancels the ride after the Driver has started its execution following the acceptance
of the Passenger's order, or if the Driver has interrupted the execution of the order after



waiting unsuccessfully for the Passenger at the initial address where the taxi was ordered by the Passenger, iTaxi may charge the Passenger a fee for placing and canceling the order, in accordance with points 2 and 3. The fee referred to in this paragraph, if circumstances allow (e.g., in the case of electronic payments), is charged immediately after the order is canceled, which the Passenger accepts and undertakes to pay without delay in such a case. In other cases, the Passenger is required to pay the fee at the next ride.

- iTaxi reserves the right to charge the Passenger a fee for placing and canceling the Passenger Transport Service order due to the Passenger's fault. The amount of the fee for placing and canceling the Passenger Transport Service order due to the Passenger's fault is available in the current price list for additional services, which can be found on the website www.itaxi.pl.
- 3. In the case of placing an order for the Passenger Transport Service involving the reservation of a vehicle with specific additional parameters set by the Passenger that involve a surcharge—both in terms of a fixed amount and per kilometer for such an order—if the execution of such an order is interrupted, an additional 50% of the minimum fare for the ride related to the specific type of order specified in the price list available on the website www.itaxi.pl will also be added to the fee specified in paragraph 2 above.
- 4. The Passenger may request a refund for any unduly charged fee for placing and canceling the Passenger Transport Service order if they believe that the fee was charged unjustly.
- 5. The request referred to in point 4 should be sent to the email address: bok@itaxi.pl immediately after the completion of the order, but no later than within 30 days of the fee being charged.
- 6. After three interruptions of the Passenger Transport Service order referred to in this paragraph, or in the case of failure to pay the fee for placing and canceling the Passenger Transport Service order as mentioned in this paragraph, regardless of the charges for placing and canceling the order, iTaxi has the right to partially or completely restrict the functionality of the iTaxi App for the Passenger, including, in particular, temporarily restricting the ability to order rides, limiting available payment methods, or blocking the Passenger's account.
- 7. The above rules regarding the cancellation of an ordered ride and the interruption of the order, including the associated fees, apply regardless of the type of account (private profile, business profile), as well as regardless of the form of placing or canceling the order (e.g., via the App, Call Center, Business Panel, etc.).

§4. General Conditions for Using Promotional Codes

- 1. A Promotional Code entitles the Passenger to a discounted taxi ride, meaning the Passenger is obligated to pay the Driver the amount displayed on the taximeter minus the discount to which the Passenger is entitled based on the Promotional Code. The discount value for a single passenger transport service is communicated to the Passenger along with the Promotional Code. If the amount displayed on the taximeter is equal to or less than the amount due to the Passenger from the granted discount, such a passenger transport service is considered free of charge, and any unused portion of the Passenger's discount is forfeited. Any cash equivalent payout of the Promotional Code is not possible in any form.
- 2. Promotional Codes are only valid for orders placed through the iTaxi App. The Promotional Code must be entered in the iTaxi App menu under the promotional codes section before placing the taxi order. The code is valid only when it has been correctly verified by the iTaxi App, meaning the iTaxi App will inform the Passenger that the code is valid.
- 3. A Promotional Code may be used only once by the Passenger during its validity period. The Promotional Code can only be entered into the iTaxi App once. Re-entering the code is not possible. Any unused Promotional Code will become invalid at the end of the validity period.
- 4. The iTaxi App prevents the use of the code by Passengers who have previously used other Promotional Codes. This means that the Passenger can only verify one Promotional Code at a time in the iTaxi App for a unique phone number, regardless of the source or value of the code.
- 5. An exception to the rules in points §4.3 and §4.4 of the regulations applies to codes that can be used multiple times. If the Passenger possesses a code that entitles them to multiple discounts, they may verify it as many times as they can use the discounted ride (the number of uses is communicated to the Passenger along with the Promotional Code). For multiple-use codes, the Passenger must verify the same code before each separate taxi order. For example, if the code entitles the Passenger to a discount on two rides, it must be verified before both the first and the second ride. If the Passenger does not verify the code before the second ride, that ride will be charged in full—however, the code remains valid and must be verified before the next taxi order.
- 6. Only one Promotional Code, discount, coupon, or other discounts affecting the amount due to the Driver for the ride may be used per ride.



- 7. A Promotional Code that has been lost or stolen cannot be used, and the resale of the code is also prohibited.
- 8. If there is suspicion of unauthorized use of a Promotional Code or violation of the conditions of this regulation, iTaxi has the right to block the Passenger's profile and deny the Passenger access to services available through the iTaxi App. In such a situation, the Passenger has no claims against iTaxi regarding the value of any unused Promotional Codes.
- 9. iTaxi reserves the right to discontinue the validity of Promotional Codes for the offered forms of transport.

§5. General Conditions for Using the "Guaranteed Price" Service (formerly "iTaxi Ticket")

- 1. The "Guaranteed Price" is a service available in the iTaxi App and when ordering through the Call Center.
- 2. Choosing the "Guaranteed Price" service in the iTaxi App is a voluntary decision made by the Passenger and signifies acceptance of the travel conditions presented in the iTaxi App. By clicking on the "Guaranteed Price" ride service in the iTaxi App, the Passenger declares that they are aware of and accept the travel conditions, including the amount due for the ride on the selected route.
- 3. When calling the Call Center, the Passenger accepts the order for the "Guaranteed Price" service by confirming their intention to order the ride with the Call Center employee or through the available systems and tools that facilitate ordering a ride by phone.
- 4. The Passenger acknowledges and accepts that the "Guaranteed Price" for the same route may vary significantly at different times of the day and on different days, depending on road conditions and supply and demand for taxi services.
- 5. The "Guaranteed Price" service can be used by Passengers calling the Call Center and logging into the iTaxi App, both for personal and business profiles.
- 6. The "Guaranteed Price" is only available if the full starting and ending addresses of the ride are provided.
- 7. The "Guaranteed Price" service cannot be ordered for:
 - orders with stops along the designated route, meaning that a ride with a guaranteed price can only be realized from the starting point to the destination without any changes to the route or stops along the way,
 - orders with active filters, particularly for purchases, jump leads.
- The "Guaranteed Price" service assumes a ride from the pickup point to the destination point without any stops along the route or any change to the optimal route.
- 9. The starting address provided in the iTaxi App or through the Call Center must match the pickup address where the Passenger is waiting for the Driver.
- 10. If the Driver has to wait for the Passenger for more than 5 minutes, this constitutes a cancellation of the "Guaranteed Price" service, and the ride will be charged based on the taximeter reading.
- 11. If the Passenger wishes to change the route or add any stops during the ride with the "Guaranteed Price," the service will no longer apply, and the Passenger is obliged to pay at the end of the ride based on the taximeter reading. In this case, two receipts will be issued at the end of the ride: one for the amount indicated in the "Guaranteed Price" service and another for the difference resulting from the taximeter reading and the amount indicated in the "Guaranteed Price" service when ordering.
- 12. In the event of unforeseen and unpredictable circumstances during the execution of the order that prevent the realization of the ride with the "Guaranteed Price" along the planned optimal route, the order may be:
 - terminated at the moment these circumstances are revealed at the Passenger's request, with the obligation to pay
 according to the taximeter reading from the start of the order,
 - continued to the destination address or another address specified by the Passenger, with the obligation to pay according to the taximeter reading from the start of the order.
- 13. Cancellation or interruption of the ride with the "Guaranteed Price" by the Passenger or by the Driver due to the Passenger's fault will incur charges for placing and interrupting the order, as mentioned in §3 of these regulations, unless the order is subsequently paid based on the taximeter reading.
- 14. iTaxi reserves the right to introduce the "Guaranteed Price" service in selected cities. The current list of cities, along with the zones where the service applies, is available on the website www.itaxi.pl.

§6. Availability of the iTaxi App and Suspension of Services

1. As part of the general conditions for using the iTaxi App, iTaxi will strive to ensure the highest availability of the iTaxi App and to promptly eliminate any malfunctions caused by the incorrect functioning of the iTaxi App.



- 2. iTaxi reserves the right to partially or completely suspend the operation of the service without individual notification to Passengers and Drivers. In the event of a complete suspension of operations, a relevant announcement informing about the cessation of services by iTaxi will be published on the website www.itaxi.pl.
- 3. iTaxi reserves the right to make changes and further develop the iTaxi App and to expand the range of services provided through the iTaxi App. Such changes may be introduced to the iTaxi App at any time without the need to inform Passengers and Drivers in advance.
- 4. An account in the iTaxi App can be deleted, both for personal and business profiles. To delete an account, the user must use the functionality available in the app or send an email to bok@itaxi.pl requesting account deletion in the iTaxi App. Deletion of a business account will only occur upon the request of the person managing that account (the business account administrator, i.e., the user who has entered into an agreement with iTaxi in accordance with the Terms of Use for iTaxi services and the iTaxi App designated for business clients). The account will be deleted promptly after a valid request is made. Deleting the account also constitutes termination of the electronic services agreement. Uninstalling the app from the device does not constitute account deletion or termination of the agreement.

§7. General Rights and Obligations of the Passenger

- Before starting to use iTaxi services, the Passenger is required to familiarize themselves with the regulations and privacy
 policy available on the website <u>www.itaxi.pl</u> or in the iTaxi App, as well as the pricing of additional services available
 on the website <u>www.itaxi.pl</u>. By starting to use iTaxi services, the Passenger accepts the provisions of the aforementioned
 documents in their current wording and undertakes to comply with them.
- 2. Full use of the iTaxi App requires the registration of a Passenger account by providing truthful personal data (first name, last name, and phone number). The iTaxi App allows the use of certain functions without fully registering a Passenger account. Registering an account or using functions available without full registration of a Passenger account is tantamount to accepting the regulations. During the account registration process, the person registering the account has the option to add a payment card to their account, and the verification rules for such a card are determined by the provider of the payment service, which may include blocking a specified amount for card verification.
- 3. The Passenger is obliged to provide complete and truthful personal data required by iTaxi and to check and update it without any request from iTaxi.
- 4. The Passenger is obliged to use the iTaxi App only in accordance with its intended purpose. The Passenger will not, either alone or with the help of third parties, alter, circumvent, or violate the security of the iTaxi App, nor will they exert a negative impact on the iTaxi App, causing damage or using it in a way that leads to its overload.
- 5. The Passenger has no rights to the software provided by iTaxi, which remains the property of iTaxi. It is prohibited to copy, modify, distribute, or reproduce the provided software in whole or in part.
- 6. The Passenger may not allow third parties access to the iTaxi App they are logged into, nor provide their access data (login and password) to third parties, even if they are known or related. The Passenger is also obliged to promptly inform iTaxi of any unauthorized use of their profile in the iTaxi App by third parties. The provision of §8.2 of the Regulations applies accordingly.
- 7. The Passenger is obliged to promptly inform iTaxi if third parties might make claims against iTaxi due to the Passenger's violation of the law.
- 8. The Passenger may not process or use the personal data of other users of the iTaxi App, including other Passengers and Drivers, which are made available to them while using the iTaxi App.

§8. Liability of iTaxi. Complaint Procedure.

- 1. Subject to mandatory legal provisions, iTaxi is not liable for the authenticity, accuracy, and completeness of data, excluding personal data, transmitted via the iTaxi App between the Passenger and the Driver. iTaxi is also not responsible for whether the data is received in a timely manner (by both the Passenger and the Driver).
- 2. The security of data, including personal data, located and processed on mobile devices to the indicated extent is the responsibility of the Passenger and the Driver:
 - a. Possessing antivirus software with manufacturer support and installed updates and so-called "patches";
 - Using the latest version of the app recommended by iTaxi and installing security updates recommended by iTaxi;
 - c. Keeping the password and login confidential from third parties;



- d. Logging out after a session ends, especially on devices not owned by the Passenger or Driver;
- e. Not showing their profile to third parties.
- iTaxi only provides access to the iTaxi App and services provided through the iTaxi App. iTaxi does not provide passenger
 transport services performed by the Driver; therefore, the liability in this regard, subject to mandatory legal provisions, rests
 with the parties to the passenger transport service agreement.
- 4. It is prohibited for users of the iTaxi App to provide illegal content. Subject to mandatory legal provisions, Passengers and Drivers who post and disseminate content within the iTaxi App are responsible for the content they publish. iTaxi reserves the right to promptly remove publications that in any way contravene the law or violate generally accepted norms and principles of social coexistence, as well as moral and ethical standards.
- 5. iTaxi follows the following complaint procedure:
 - Complaints should be submitted via the form available at https://itaxi.pl/reklamacja/ or via email to bok@itaxi.pl.
 - The submitted complaint should include: the Passenger's data, including the email address to which the response will be sent, company data (company name, NIP/REGON) if the ride is part of business trips, precise information regarding the ride that is the subject of the complaint (date, time, route), and a description of the reason for the complaint.
 - iTaxi will respond to the complaint within 14 days from its submission. The response will be sent to the email address
 provided in the complaint submission, with the stipulation that in the case of a complaint regarding a business ride,
 the response will be given to the representative of the entity (company) regarding the conclusion and execution
 of the agreement concerning business rides concluded with iTaxi.pl (which may be, in particular, the administrator
 of the business account).
 - For proper handling of the complaint, iTaxi may request additional written information or documentation from the complainant if obtaining it is necessary for the proper handling of the complaint.
- 6. The complaint procedure referred to in paragraph 5 constitutes:
 - The procedure applied by iTaxi for handling complaints in the sense of Article 8(4) of the Consumer Rights Act of May 30, 2014 (Journal of Laws 2019.134 consolidated text of January 23, 2019) concerning consumers,
 - The procedure for complaint handling in the sense of Article 8(3)(4) of the Electronic Services Act of July 18, 2002 (Journal of Laws 2019.123 consolidated text of January 21, 2019) concerning services provided electronically.
- 7. Regarding services provided to consumers and contracts with consumers, the complaint procedure referred to in paragraph 5 does not exclude or limit other legally permissible ways of submitting complaints. However, in the case of causes for which iTaxi is not liable, failure to follow the complaint procedure by the complainant may affect the timeline for handling the complaint.

§9. Personal Data Protection

- iTaxi ensures adequate protection of the Passenger's personal data. All personal data provided by the Passenger is processed
 in accordance with applicable legal provisions regarding personal data, in particular in accordance with the provisions
 of the Regulation of the European Parliament and Council (EU) 2016/679 of April 27, 2016, on the protection of individuals with
 regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General
 Data Protection Regulation).
- 2. Detailed information about the processing of the Passenger's personal data by iTaxi can be found in the Privacy Policy.

§10. User Rating System

- The Passenger is required to provide a fair assessment of the services provided by the Drivers, both of the Driver
 and the vehicle. The Passenger agrees to provide only truthful information.
- 2. The Passenger consents to the publication of anonymized ratings in the iTaxi App, on the website www.itaxi.pl, and in communications conducted through media, including, in particular, social media. The ability to leave a rating for the Driver and the vehicle is granted only to Passengers who have completed a ride with the given Driver; therefore, ratings published in anonymized form come solely from Passengers who have actually used iTaxi services.

§11. Final Provisions

1. If any provision of these regulations (or part of any provision) is found by a court or other competent authority to be invalid, unenforceable, or illegal, the remaining provisions shall remain in effect and shall



- be considered valid and binding. The provision found to be invalid, unenforceable, or illegal shall be replaced by another provision that best corresponds to the economic and business purpose of using the iTaxi App.
- iTaxi reserves the right to change the content of these regulations. In the case of consumers, iTaxi reserves the right to change the content of the regulations in the event of: (i) changes in applicable laws or the need to adapt the regulations to applicable laws that directly affect the content of the regulations; (ii) changes in the methods and means of payment; (iii) obligations imposed by public authorities; (iv) the introduction, cancellation, or modification of the scope or manner (conditions) of service provision; (v) changes in the handling of Passengers; (vi) changes introduced for security and public order reasons; (vii) technical changes in the iTaxi App or modifications to the functionality of the iTaxi App; (viii) changes in the conditions of cooperation between iTaxi.pl and third parties (e.g., Drivers); (ix) editorial changes and updates. iTaxi will inform Passengers about changes to the content of the regulations on the website www.itaxi.pl and in the iTaxi App. The new regulations take effect from the day the new version is posted on the website www.itaxi.pl and in the iTaxi App unless the announcement containing information about the change in the regulations specifies a different date for the changes to take effect. The announcement of the change indicates the scope of the change. Along with the announcement and indication of the date of effect, the new version of the Regulations will be posted. The regulations in their current version, as well as information about each change and the date of effect, are available on the website www.itaxi.pl and in the iTaxi App. iTaxi ensures constant access to the regulations on the website www.itaxi.pl and in the iTaxi App, including the possibility of downloading them in PDF format. Logging into the iTaxi App signifies acceptance of the regulations in their current version. The provisions of this point apply to the price list of additional services available on the website www.itaxi.pl.
- 3. The Passenger has the right to submit a written objection to the changes introduced in the regulations within 7 days from the date of their publication. Submitting an objection will automatically terminate the Passenger's right to use the iTaxi App, while failure to submit an objection will result in the changes to the regulations coming into effect after the objection period has expired.
- 4. The law applicable to these regulations shall be Polish law, and regarding consumers, the provisions of this point do not deprive the consumer of the protection granted to them under provisions that cannot be excluded by contract, under the law that would be applicable in the absence of a choice of law.

The regulations come into effect on November 7, 2023.



General Terms and Conditions iTaxi for the "Mobile Payments"

Definitions

By agreeing to the following terms, the Passenger accepts that iTaxi will charge the debit card or bank account specified by the Passenger (e.g., credit card, PayPal account, electronic direct debit, or other payment options) during the payment process for the passenger transport service for the amount confirmed by the Passenger. The User has the option to enable the automatic charge function for the service rendered, using the default payment method, without the need to confirm the transaction amount each time. The following terms apply in conjunction with the Regulations for using the iTaxi application by the Passenger.

§1. Subject of the Service

- iTaxi offers a cashless payment option, up to the maximum amount determined by iTaxi, for the passenger transport service ordered via the iTaxi application, including all related additional fees.
- 2. During the registration of the mobile payment service, the Passenger has the option to choose a preferred cashless payment method, which can be changed or removed at any time, except during the course of the ride.
- In the case of payment via PayPal, the User will pay the confirmed amount during the payment process without disclosing
 their PayPal account. The Passenger is required to create an account in the PayPal system and may incur additional charges
 for using this service.

§2. Passenger Obligations

- 1. The Passenger has complete freedom in choosing the payment method, which can be made in cash, by card with the Driver, or by one of the cashless methods.
- 2. In the case of cashless payment, the gross amount is accepted for payment.
- 3. The User is obliged not to share their iTaxi account with unauthorized persons. In the event of losing the device on which the User uses the iTaxi application and mobile payment services, or any unauthorized use of the account by third parties, the Passenger is obliged to notify iTaxi.
- 4. Payment confirmations will be sent electronically to the email address provided by the Passenger during registration.

 The Passenger will receive a receipt for the ride from the entity providing the transport service.
- 5. iTaxi reserves the right to block the User's account or the ability to make cashless payments in the event of suspected abuse or unauthorized use of the application.
- 6. In individual cases, iTaxi reserves the right to disable cashless payment options without providing a reason.

§3. Duration of Validity

- 1. The general terms for mobile payments will remain in effect indefinitely from the moment they are accepted by the User.
- 2. Either party may withdraw from the mobile payment service at any time without providing a reason, requiring notification in writing.
- 3. After withdrawing from the "Mobile Payments" service, the Passenger will not be able to use previous cashless payment options.

§4. Payment Terms

 The Passenger agrees to ensure sufficient funds are available in the account used for mobile payments. In the event of insufficient funds at the time of cashless payment resulting



- in an unsuccessful charge attempt, iTaxi reserves the right to recover the due payments in another form.
- 2. iTaxi shall not be liable for the cashless payment process, including charging the credit card or PayPal account. In the event of errors regarding charges, accounting errors, or payment system failures, the Passenger is obliged to contact the payment service provider directly.
- 3. iTaxi agrees to cover costs incurred due to the use of an account that was previously reported by the User for blocking.

§5. Final Provisions

- 1. iTaxi reserves the right to change these terms for the "Mobile Payments" service, notifying about changes on the website www.itaxi.pl and the effective date of their validity. The current regulations for the "Mobile Payments" service are available on the website www.itaxi.pl or in the application installed on the mobile device.
- 2. After receiving information about changes to the Mobile Payments service regulations, the Passenger may choose not to agree to continue using the service, which will result in the Passenger's rights to use cashless payment options in the iTaxi application being terminated.
- 3. If any of the points in the regulations is deemed invalid or unenforceable by a competent court or other authorized body, the remaining parts shall continue to be binding and in effect.

